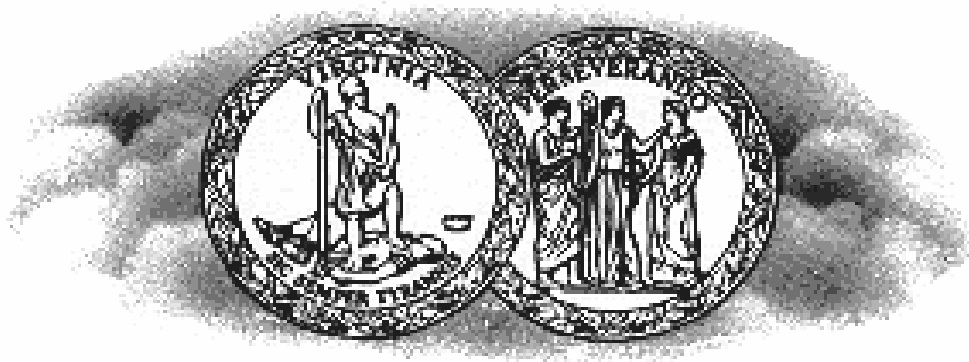


COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

Invitation For Bids #BFI 07-001

High Density Mobile Filing System Repairs and Enhancements



ISSUED ON BEHALF OF THE BUREAU OF FINANCIAL INSTITUTIONS

VIRGINIA STATE CORPORATION COMMISSION
TYLER BUILDING
PO BOX 1197
RICHMOND, VIRGINIA 23218-1197

Issue Date: October 27, 2006

Sealed Bids Shall be Received Until 2:00pm, November 8, 2006.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia § 2.2-4343.1* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Notice to all Bidders: All bidders are *strongly* advised to visit the job site prior to submitting a bid by contacting Joanne White (804) 371-9697; ref. Section V, M.

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I. PURPOSE:

The purpose of this Invitation for Bids (IFB) is to establish a contract through competitive sealed bidding to furnish and install repairs and enhancements to an existing Borroughs electrical assist high density mobile filing system for the State Corporation Commission (SCC), Bureau of Financial Institutions (BFI).

II. BACKGROUND

A Borroughs electrical assist high density mobile filing system manufactured by White was installed on the eighth floor of the Tyler Building for BFI use in 1993. Due to its age, we are experiencing some problems with the system. We need to expand the current filing capacity without using additional floor space by removing the left wall shelving and replacing with a single stationary carriage to allow for increased aisle space. The two end units currently cannot be used as both end units are capped off. The SCC will provide a storage area for contractor to store equipment (if needed) during the week of performance.

III. SCOPE OF WORK:

The contractor shall provide all labor, supervision, equipment, tools, materials and incidentals necessary to make the repairs and enhancements to the existing Borroughs electrical assist high density mobile filing system. All equipment, materials and installation work shall comply with these specifications, the Virginia OSHA Standards, and the Virginia Uniform Statewide Building Codes.

- A. All work shall be done by certified and trained Borroughs technicians.
- B. To maintain the integrity of the system, all replacement components shall be Borroughs as specified in Attachment B.
- C. Once repairs and enhancements have been completed to the existing mobile filing system, the system shall appear as illustrated in Attachment A.
- D. The Contractor shall:
 - 1. Submit to a background check as well as contractor staff and subcontractor and staff (if any) who will be performing on-site work for the specified task in order to gain security clearance through the Virginia Capitol Police prior to commencing work.
 - 2. Reconfigure existing mobile filing system without using any additional floor space.
 - 3. Remove existing carriages, electrical safety components, face panels, and left wall shelving, and replace with all new carriages, electrical components, light carpet safety system, new laminate end panels, shelving for one carriage and locking tambour doors for one carriage.
 - 4. Use existing shelving, railing and flooring.
 - 5. Ensure that all new components and locking tambour doors match color and finish of existing mobile file system.
 - 6. Remove left wall shelving and solid back panel and replace with new single movable carriage with divider shelves and solid back panel to allow disbursement of additional aisle space (see Attachment A).
 - 7. Remove front side solid panel from existing mobile file system and replace with locking tambour doors to allow utilization of file space.

8. Unload all files from existing mobile file system and place on Contractor furnished mobile file carts in same order as filed on mobile file system and move to temporary location (located on same floor as work is to be performed). Files must be available to staff during entire installation.
9. Ensure mobile file carts are labeled appropriately as directed by BFI staff.
10. Schedule work with BFI (contact name and information to be provided upon award of contract, if any) once all deliverables have been ordered and received by Contractor.
11. Commence work on a weekend between the hours of 9:00 am to 5:00 pm to remove files from the existing mobile filing system, as previously scheduled by Contractor with BFI. Repairs and enhancements on the existing mobile filing system shall commence on the subsequent Monday and be completed by Friday of the same week during the work hours of 8:00 a.m. to 5:00 p.m. Files shall be reloaded in the order as originally filed on the modified mobile filing system the following weekend between the hours of 9:00 am to 5:00 pm.
12. Ensure that all work is done in an orderly manner and with as little disruption to the working environment as possible.
13. Provide a minimum five (5) year warranty on all parts and workmanship (reference Section V. Y.) to include a toll free number for warranty repairs: () - . Once Contractor has been notified, all warranty service repairs shall be completed on-site within 24 hours.
14. Ensure that all new carriages for the existing mobile file system are designed to conform to the existing rail system.

IV. GENERAL TERMS AND CONDITIONS:

- A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, §2.2-4343.1E).

In every contract over \$10,000 the provision in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the SCC under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears

on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payments in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the SCC for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the SCC, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an

interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- K. PRECEDENCE OF TERMS: The following General Terms and Conditions, *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF BIDDERS: The SCC may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the SCC all such information and data for this purpose as may be requested. The SCC reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The SCC further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the SCC that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The SCC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The SCC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the SCC a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the SCC's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed

if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the SCC with all vouchers and records of expenses incurred and savings realized. The SCC shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the SCC within thirty (30) days from the date of receipt of the written order from the SCC. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the SCC or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the SCC, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the SCC may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. INSURANCE: By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- 1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their worker's compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 - 2. Employer's Liability - \$100,000.
 - 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 - 4. Automobile Liability - \$1,000,000 per occurrence.
- S. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site www.eva.state.va.us, the SCC's web site www.state.va.us/scc, and on the 2nd floor of the Tyler Building for a minimum of 10 days.

- T. **DRUG FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services or disbursements from an alternative provider.
- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

V. SPECIAL TERMS AND CONDITIONS:

- A. **ADDITIONAL INFORMATION:** The State Corporation Commission (SCC) reserves the right to request any Bidder to clarify its bid, or to submit additional information to enable proper evaluation of the goods and services offered.
- B. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the State Corporation Commission will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- C. **AWARD:** An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- D. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- E. **CONFIDENTIALITY OF INFORMATION:** Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such material is the SCC's or other manufacturer, vendor or distributor to which contractor or contractor's personnel may gain access while engaged by the SCC or while on SCC premises. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the SCC is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the contractor, its agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the contractor following any termination. Contractor shall advise all contractors' agents, employees, successors, assigns and subcontractors that are engaged by the SCC of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by contractor, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.
- F. **CONTRACT PERFORMANCE:** Contractor shall order all parts necessary to complete safety repairs and enhancements to the existing mobile file system and commence work within six (6) weeks after award of contract unless otherwise agreed to by the SCC. All work for safety repairs and enhancements shall be completed within five (5) working days (Monday through Friday, 8:00 a.m. to 5:00 p.m.) unless otherwise agreed to by the SCC.
- G. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- H. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The SCC will not assume any responsibility for receiving these shipments. Contractor shall check with the SCC and make necessary arrangements for security and storage space in the building during installation.
- I. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- J. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized BFI representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- K. **IDENTIFICATION OF BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

November 8, 2006 2:00 PM

Name of Bidder

Due Date

Time

BFI 07-001

Street or Box Number

IFB No.

High Density Mobile Filing System Repairs
and Enhancements

City, State, Zip Code

IFB Title

Name of Contract/Purchase Officer or Buyer:

Ann Sells, CPPB, VCO

The envelope should be addressed as directed on Page 2 of the solicitation.

Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- L. INDEPENDENT CONTRACTOR: The contractor shall be considered an independent contractor and neither the contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of the SCC, or of the Commonwealth of Virginia.
- M. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- N. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- O. LIABILITY INSURANCE AND INDEMNIFICATION: Contractor shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of this contract. The contractor shall indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, employees, and designated representatives from any and all claims, suits, actions, liabilities and cost of any kind caused by or arising from the performance of the contract. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth, or a pledge of the full faith and credit of the Commonwealth.
- P. MANNER OF CONDUCT: Contractor shall ensure that all Contractor staff and subcontractor and staff (if any) use appropriate non-offensive language, and conduct themselves in a professional and workman like manner while on-site.
- Q. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- R. MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, telephone number, total dollar amount subcontracted and type of product/service provided.
- S. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- T. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- U. REPLACEMENT OF CONTRACTOR INDIVIDUALS: Prior to the completion of the contract, should the services of any individual by the contractor become unsatisfactory to the SCC for any reason, contractor shall be notified in writing of the concerns and contractor shall promptly respond to those concerns in writing to the SCC. It is further agreed, that upon the failure of the contractor to reply, or the failure of such reply to provide adequate assurance to the SCC of the satisfactory completion of the work, in the sole judgment of the SCC, the contractor's individual may be removed by the SCC immediately, or, at the option of the SCC, the contractor may be permitted to provide an

immediate replacement who must also be, and remain, satisfactory to the SCC, in accordance with the terms of this paragraph.

- V. SCC POLICIES, STANDARDS, AND PROCEDURES: Contractor agrees to comply with all pertinent SCC policies, standards, and procedures. If contractor is unable to comply with all SCC policies, standards, and procedures, it is the responsibility of the contractor to bring this fact to the attention of the Contract Administrator, in writing, and to recommend an alternative solution. The decision concerning relief from or changes to a policy, standard, or procedure will be made by the SCC and communicated to the contractor in writing.
- W. SEVERABILITY: Each paragraph and provision of this IFB is severable from the entire contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- X. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the SCC. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the SCC the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Y. WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of five (5) years following date of delivery. Should any defect be noted by the SCC, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the SCC does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- Z. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

VI. METHOD OF PAYMENT:

Payments shall be made upon completion of system repairs and enhancements. Payments will be made per Paragraph J of the General Terms and Conditions.

Invoices shall be submitted by the contractor directly to:

State Corporation Commission
Bureau of Financial Institutions
Attn: Regina Thomas
P.O. Box 1197
Richmond, VA 23218-1197

VII. PRICING SCHEDULE:

Filing System Parts - Item Descriptions	Part No.	Qty	Unit Price	Extended Price
Shelf Plain 22 ga 36x15	16025-070-161	5	\$	\$
Shelf Slotted 22ga 36x15	16045-070-161	35	\$	\$
Divider File 6x13	16092-006-161	10	\$	\$
Backstop Assembly 36x2	16100-030-161	35	\$	\$
Back 36x76 1/4	16130-080-161	5	\$	\$
Shelf Support Assembly SR 14GA 36x1-1/4	16330-092-161	10	\$	\$
Shelf Support Assembly 36x3/4	16335-010-161	70	\$	\$
Upright OT 15x76	20616-003-161	4	\$	\$
Upright CA 15x76	20616-005-161	2	\$	\$
Electrical Components – Item Descriptions	Part No.	Qty	Unit Price	Extended Price
EL CRG 15'0"x2'4"	CE	1	\$	\$
Electrical Frame 2'4"x6'10"	CE	1	\$	\$
Electrical Laminate 1 Bezel 2'4"x6'10"	CE	1	\$	\$
EL CRG 180x15	ELS18015-445	1	\$	\$
EL CRG 180x24	ELS18024-445	4	\$	\$
EL CRG 180x30	ELS18030-445	2	\$	\$
Frame EL 15x82	FEL15-082-445	1	\$	\$
Frame EL 24x82	FEL24-082-445	4	\$	\$
Frame EL 30x82	FEL30-082-445	2	\$	\$
Frame Double Fixed EL 24x82	FELDFX24-082-445	1	\$	\$
FX CRG 180x24	FXS18024-445	1	\$	\$
Light Carpet Package 180 in	LC-180	2	\$	\$
Laminate EL 15x82	LEL15-082-445	1	\$	\$
Laminate EL 24x82	LEL24-082-445	4	\$	\$
LAM EL 2 Bezel 24x82	LEL2B24-082-445	1	\$	\$
Laminate EL 30x82	LEL30-082-445	2	\$	\$
Miscellaneous	Part No.	Qty		
Engineering Special Wheel Spacing	xxx-roz	1	\$	\$

Price bid includes all items necessary (parts, material, labor, travel, parking, any shipping/handling cost, etc.) to furnish and install the equipment repairs and enhancements.

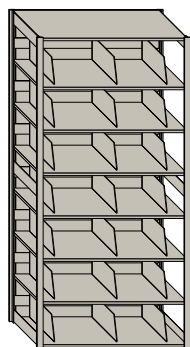
A. Total Parts Cost: \$ _____

B. Total Labor Cost: \$ _____

Grand Total \$ _____

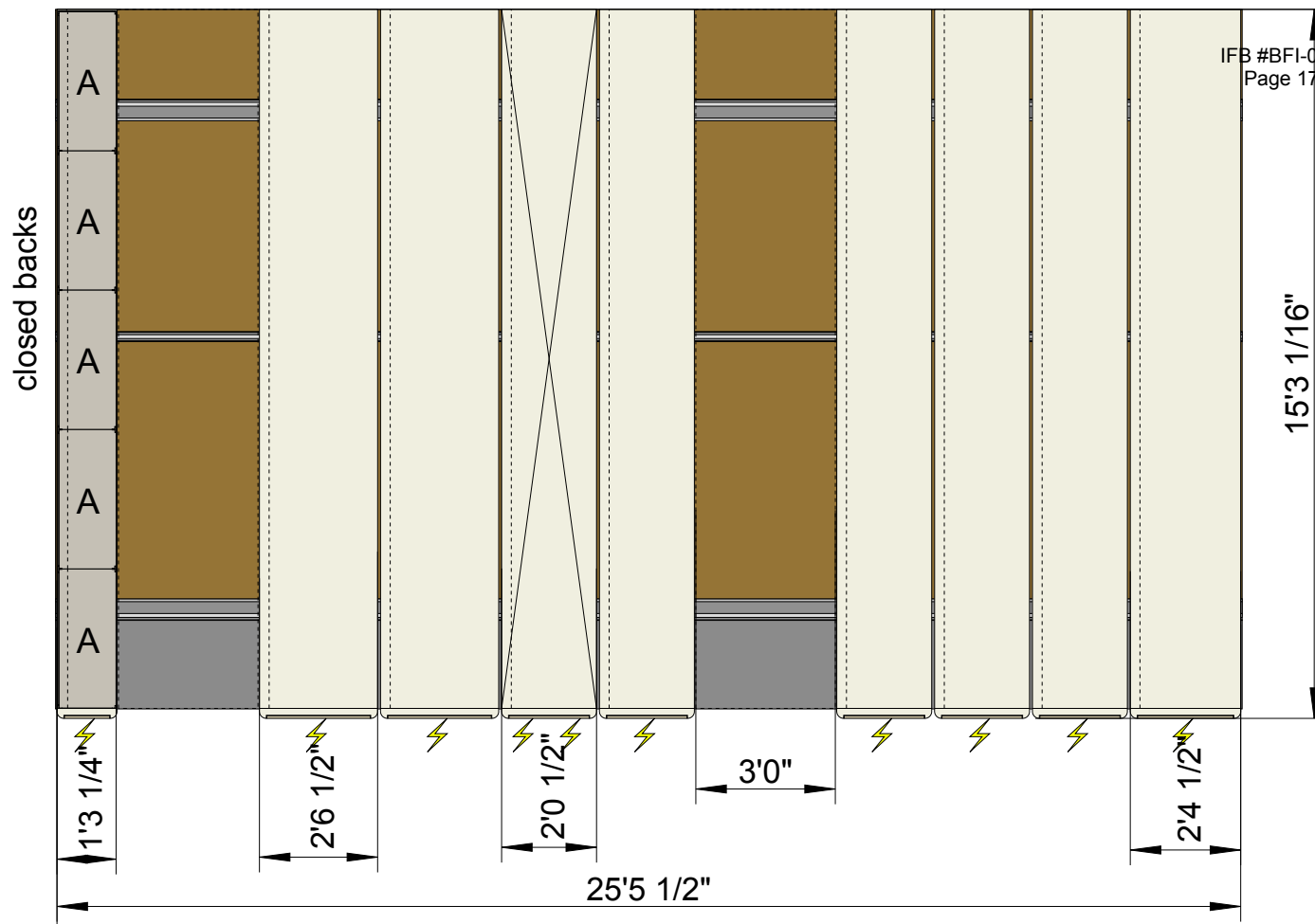
VIII. ATTACHMENTS:

- A. Drawing
- B. Specifications
- C. Contractor Data Sheet
- D. Request for Taxpayer Identification Number and Certification (Form W-9)
- E. Security Requirements
- F. Bidder's Check List
- G. Directions and Map of the Area



A, 5 Items

Four-Post
36" x 15" x 6'4 1/4"
8 Shelves
21 Dividers



8 - movable carriages
1 - stationary carriages



Borroughs
CORPORATION

3002 N. Burdick Street Kalamasfssdsffzoo, MI 49004
PH: 800-748-0227 FAX: 616-342-4161 www.Borroughs.com

DRAWN BY: DATE:	SCALE:	JOB LOCATION:	JOB NAME:
02/09/2006	1:47	State Corp. Comm	National Office Sys

PAGE DESCRIPTION:

ATTACHMENT B

MOBILE FILING SYSTEM REPAIR AND ENHANCEMENT SPECIFICATIONS

Borroughs components to modify existing Borroughs system

Qty	Part No.	Item Description
5	16025-070-161	Shelf Plain 22 ga 36x15
35	16045-070-161	Shelf Slotted 22ga 36x15
105	16092-006-161	Divider File 6x13
35	16100-030-161	Backstop Assembly 36x2
5	16130-080-161	Back 36x76 1/4
10	16330-092-161	Shelf Support Assembly SR 14GA 36x1-1/4
70	16335-010-161	Shelf Support Assembly 36x3/4
4	20616-003-161	Upright OT 15x76
2	20616-005-161	Upright CA 15x76

Qty	Part No.	Item Description
1	CE	EL CRG 15'0"x2'4"
1	CE	Electrical Frame 2'4"x6'10"
1	CE	Electrical Laminate 1 Bezel 2'4"x6'10"
1	ELS18015-445	EL CRG 180x15
4	ELS18024-445	EL CRG 180x24
2	ELS18030-445	EL CRG 180x30
1	FEL15-082-445	Frame EL 15x82
4	FEL24-082-445	Frame EL 24x82
2	FEL30-082-445	Frame EL 30x82
1	FELDFX24-082-445	Frame Double Fixed EL 24x82
1	FXS18024-445	FX CRG 180x24
2	LC-180	Light Carpet Package 180 in
1	LEL15-082-445	Laminate EL 15x82
4	LEL24-082-445	Laminate EL 24x82
1	LEL2B24-082-445	LAM EL 2 Bezel 24x82
2	LEL30-082-445	Laminate EL 30x82

Miscellaneous

Qty	Part No.	Item Description
1	xxx-roz	Engineering Special Wheel Spacing

ATTACHMENT C

CONTRACTOR DATA SHEET
(To Be Completed by Bidder)

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualifications of Bidder: The bidder must have the capability and capacity in all respects to fully satisfy all contractual requirements.
2. Years in Business: Indicate the length of time you have been in business providing this type of service:
_____ years _____ months.
3. References. Indicate below a listing of at least three (3) recent clients, either commercial or governmental, that your firm has provided or is providing this type of service. Include the length of service and the name and address, telephone, and fax numbers of the person the SCC has your permission to contact. Verify that the contact persons, telephone numbers, and fax numbers listed below are current and up-to-date prior to submitting them.

Organization/Co.: _____

Mailing Address: _____

Contact Person: _____

Phone No.: _____ Fax No.: _____

Length of Service (contract): _____

Organization/Co.: _____

Mailing Address: _____

Contact Person: _____

Phone No.: _____ Fax No.: _____

Length of Service (contract): _____

Organization/Co.: _____

Mailing Address: _____

Contact Person: _____

Phone No.: _____ Fax No.: _____

Length of Service (contract): _____

I certify the accuracy of this information.

Signed: _____ Title: _____

Print Name: _____ Date: _____

ATTACHMENT D

<p>Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give form to the requester. Do not send to the IRS.</p>					
<p>Print or type See Specific Instructions on page 2.</p>	<p>Name _____</p>						
	<p>Business name, if different from above _____</p>						
	<p>Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____ <input type="checkbox"/> Exempt from backup withholding</p>						
	<p>Address (number, street, and apt. or suite no.) _____</p>	<p>Requester's name and address (optional) _____</p>					
	<p>City, state, and ZIP code _____</p>	<p>List account number(s) here (optional) _____</p>					
<p>Part I Taxpayer Identification Number (TIN)</p>							
<p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.</p>							
<p>Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div> </td> </tr> <tr> <td style="text-align: center;">OR</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div> </td> </tr> </table>			Social security number	<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div>	OR	Employer identification number	<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div>
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OR							
Employer identification number							
<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div>							
<p>Part II Certification</p>							
<p>Under penalties of perjury, I certify that:</p>							
<p>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</p>							
<p>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</p>							
<p>3. I am a U.S. person (including a U.S. resident alien).</p>							
<p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)</p>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 60%;">Signature of U.S. person ▶ _____</td> <td style="width: 25%;">Date ▶ _____</td> </tr> </table>			Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____					
<p>Purpose of Form</p>							
<p>A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p>							
<p>U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p>							
<p>1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</p>							
<p>2. Certify that you are not subject to backup withholding, or</p>							
<p>3. Claim exemption from backup withholding if you are a U.S. exempt payee.</p>							
<p>Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p>							
<p>Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).</p>							
<p>Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.</p>							
<p>If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:</p>							
<p>1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.</p>							
<p>2. The treaty article addressing the income.</p>							
<p>3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.</p>							
<p>4. The type and amount of income that qualifies for the exemption from tax.</p>							
<p>5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.</p>							

ATTACHMENT D Continued

Form W-9 (Rev. 1-2003)

Page **2**

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien** or a **foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not** required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

ATTACHMENT D

Continued

Form W-9 (Rev. 1-2003)

Page **4**

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



ATTACHMENT E
SECURITY REQUIREMENTS

1. Any Contractor who has access to the building after normal business hours shall complete and submit to the Division of Capitol Police personal information on a form specified, and provided by the Division of Capitol Police. Personal information forms shall be updated annually.
2. The Contractor shall also have a photograph taken by the Division of Capitol Police. These photographs shall be used for identification purposes, including the making of photo-identification passes.
3. Photo-identification passes shall be worn at chest level on the outer-most garment of the Contractor, and must be displayed at all times when within the Tyler Building after normal business hours.
4. Photo-identification passes shall be kept in the custody of the Division and shall be maintained on file in the Tyler Building when not being worn. It shall be the responsibility of the Division to issue the appropriate photo-identification passes to each Contractor each day when the employee enters the building and to collect the pass when each employee leaves. The Division shall return each pass to the Division of Capitol Police when the Contractor's employment is terminated, and shall return all passes to the Division of Capitol Police at the expiration of the contract, unless a new contract is entered into. The Division shall also return any damaged passes. The Division shall notify the Commission Comptroller or his designee when any passes are lost, stolen, or destroyed.
5. All passes shall be of a form selected by the Division of Capitol Police and shall contain at a minimum the name and photograph of the individual, date of issue, the issuing officer's signature, the company's name and date of contract expiration.
6. Based upon the personal information submitted and such other information as it deems proper, the Division of Capitol police shall, based upon its sole judgment and discretion, issue security clearances to the Contractor authorizing them to enter and work in the Tyler Building after normal business hours. The Contractor shall not have any right to be issued a pass or any right to damages because a pass is not issued or if a pass is rescinded.
7. Security clearances are divided into two categories, maximum and minimum, and photo-identification passes are color coded to reflect the security category. Some buildings at the seat of government are classified as maximum and some as minimum security buildings. The Tyler Building is classified as a minimum security building.
8. The Division of Capitol Police will consider such factors as, but not limited to, criminal convictions and other conduct which, in the judgment of the Division of Capitol Police indicate a lack of trustworthiness of a degree as to deny employment in said building. Passes may be granted despite convictions where factors such as a long passage of time and good behavior indicate the necessary degree of trustworthiness exists. Security clearances may be rescinded at any time by the Capitol Police in its sole discretion based upon information obtained or the conduct of the Contractor. All such determinations, whether for the issuance or rescision of a security clearance, shall be made in the sole discretion of the Division of Capitol Police. If the Division of Capitol Police finds that the Contractor should not be issued a security clearance or that his clearance should be rescinded, the Division of Capitol Police shall notify the Commission Comptroller as soon as possible, then the Contractor shall not be allowed to enter the building thereafter, or in the instance of a reduction from a maximum to minimum security clearance, shall not be allowed into a maximum security building.
9. The office of the Division of Capitol Police normally is open for the purpose of photographing, fingerprinting, and completing necessary forms from 8:00 a.m. until 4:30 p.m., Monday through Friday, excluding holidays. Appointments for security clearances and photo-identification passes shall be made by the Commission Comptroller's Office. Security clearances and photo-identification passes are normally processed by Capital Police within forty-eight hours.

ATTACHMENT F
BIDDER'S CHECK LIST

	Bidder's Check List	✓
	(verify the following items have been completed and included with your bid by indicating a check mark in the appropriate column)	
1	Cover page signed	
2	Bid envelope properly identified	
3	Pricing Schedule completed	
4	Contractor Data Sheet completed (Attachment C)	
5	Warranty Toll Free Number provided	
6	W-9 Form (Attachment D)	
7	Complete and return the entire IFB including all attachments.	

ATTACHMENT G Area Map

Directions to the Tyler Building

Approaching Richmond from the NORTH: Take I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the WEST: Take I-64 East to I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the EAST: Take I-64 West to Richmond. Exit onto I-95 South, stay in right lane to the Franklin Street Exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the SOUTH: Take I-95 North into Richmond. After crossing the James River, take the Broad Street Exit (74C). Stay in right lane onto ramp to 17th Street. Follow 17th Street to Broad Street intersection. Take a right on Broad Street and get in left lane. Make a left on 14th Street. Go two blocks. Take a right on Main Street. Tyler Building is on the right at the corner of 13th and Main.

From the RMA Downtown Expressway (Rt. 195): - Take Rt. 195 South into Richmond (through 50-cent toll), and take the 7th/9th Street exit. After exiting, stay in left lane and take first left onto 7th Street. Go two blocks and take right onto Cary Street. Turn left on 14th Street. Go one block and turn left on Main Street. The Tyler Building is on the right at the corner of 13th and Main.

